



AGENDA

Game, Fish and Parks Commission

December 15-16, 2016

RedRossa Convention Center

808 W. Sioux Ave., Pierre, SD

Call to order 1:00 PM

Executive Session

Division of Administration

Action Items:

1. Conflict of Interest Disclosure
2. Approve Minutes of the November 2016 Meeting <http://gfp.sd.gov/agency/commission/docs/2016/november-meeting-minutes.pdf>
3. Additional Commissioner Salary Days
4. License List Request

Information Items:

5. Parks and Wildlife Foundation Update
6. Proposed FY 2018 Budget
7. Call Center Update

2:00 PM Public Hearing

Finalizations

8. Park Entrance License Exemption

Open Forum

Division of Parks and Recreation

Action Item:

9. Dock 44 Concessionaire

Information Items:

10. Custer State Park Resort Company 2016 R&M Fund Summary
11. Custer State Park Buffalo Auction Results
12. Parks Revenue, Camping and Visitation Reports

This agenda is subject to change without prior notice.

Minutes of the Game, Fish, and Parks Commission
November 3-4, 2016

Chairman Peterson called the meeting to order at 1:00 p.m. CDT at the Holiday Inn Express in Brandon, South Dakota. Commissioners Barry Jensen, Mary Anne Boyd, H. Paul Dennert, Gary Jensen, W. Scott Phillips, Russell Olson and Jim Spies were present. Secretary Kelly Hepler was present along with approximately 35 public, staff, and media.

DIVISION OF ADMINISTRATION

Conflict of Interest Disclosure

Chairperson Peterson called for conflicts of interest to be disclosed. None were presented.

Approval of Minutes

Chairperson Peterson called for any additions or corrections to the October 6-7, 2016, minutes or a motion for approval.

Motion by Boyd with second by G. Jensen TO APPROVE THE MINUTES OF THE OCTOBER 6-7, 2016, MEETING WITH MINOR REVISIONS. Motion carried unanimously.

Additional Commissioner Salary Days

No additional salary days were requested.

License List Requests

Chris Petersen, Administration Division Director stated that no new license list requested have been received.

2017 Commission Meeting Schedule

Petersen presented the 2017 Commission meeting calendar. Secretary Hepler noted meetings will be held in the central part of the state when action will be taken finalizations for game species to accommodate constituents. Staff are working with concessionaires to include them in the 2018 meeting schedule.

Motion by B. Jensen with second by Spies TO APPROVE THE 2017 COMMISSION MEETING SCHEDULE AS PRESENTED. Motion carried unanimously.

Tribal MOU's

Special Assistant Arden Petersen provided the Commission with an overview of the GFP-Tribal Memorandums of Understanding that have been developed to date with Lower Brule and Rosebud Sioux Tribes. The MOUs do not commit the Tribes or GFP to specific actions of funding commitments; rather they serve as a guiding document designed to promote improved communication and increase interaction and cooperation between the Department and the respective Tribe.

proposed as the #4 rule change outlined in the spring turkey season proposal. Kirschenmann asked the Commission to accept these license allocations via Administrative action.

Motioned by Olson with second by Spies TO FINALIZE THE SPRING TURKEY HUNTING SEASON ADMINISTRATIVE ACTION AS PRESENTED. Motion carried unanimously.

Removal of Shed Antlers on Department Lands

Kirschenmann presented the recommendation to amend current administrative rule to allow for the removal of shed antlers from state owned lands. He explained that this would allow shed hunting on GFP Game Production Area's

Motioned by Spies with second by B. Jensen TO ALLOW THE REMOVAL OF SHED ANTLERS FROM STATE OWNED LANDS 41:03:01. Motion carried unanimously.

Fish Possession Restrictions While Fishing

John Lott, Fisheries Chief presented the Departments recommendations to add language to rules allowing legally caught fish as specified below.

1. Add language that would allow ice anglers to keep a legally caught possession limit of fish while on the ice.
2. Add language that would allow ice anglers to clean fish species, while on the ice, that do not have water-specific size restrictions.
3. Add language that dictates fish possessed on the ice must adhere to the transportation rule that requires fish to be readily countable.

Motioned by Dennert with second by Olson TO APPROVE THE FINALIZATION TO ALLOW ANGLERS TO POSSESS MORE THAN ONE DAY'S LIMIT WHILE ON THE ICE 41:07:03 . Motion carried unanimously.

Aquatic Invasive Species

Fisheries Chief John Lott presented the recommendation to modify rules on aquatic invasive species as specified below.

1. Add Red Swamp Crayfish to the list of invertebrate aquatic invasive species.
2. Allow for the transport of aquatic invasive species by:
 - a. An employee of a business that has been approved by the department to transport a boat or motorboat to a facility for the purposes of aquatic invasive species removal.
 - b. A person that has been authorized by the Department to transport their own watercraft to a Department-approved facility for immediate decontamination.
3. Remove the exception in the current rule that allows all drain plugs, bailers or valves in trailered boats to be closed or remain in place during transport from a boat ramp parking area to an immediately-adjacent fish cleaning station.
4. Remove the exception in the current rule that allows fish or aquatic bait to be transported in water obtained from a lake, river, or stream from a boat ramp parking area to an immediately-adjacent fish cleaning station.

Parks Revenue, Camping and Visitation Reports

Parks Director Katie Ceroll provided the year to date comparison of parks revenue with an overall increase of 8 percent from 2015. The camping unit comparison by district indicates an overall increase of 4 percent and visitation increased 2 percent.

DIVISION OF WILDLIFE

Depredation Pool Hunt Resolution

Kirschenmann presented a resolution for Commission approval that would authorize the Secretary of the Department or his designee to issue no more than 600 permits plus an additional 200 landowner/operator permits to address depredation situations for big game species (deer, antelope and turkey) and no more than 100 elk depredation permits in each calendar year for 2016 and 2017.

Motioned by B. Jensen with second by Dennert TO ADOPT RESOLUTION 16-13 AUTHORIZING GFP DEPARTMENT SECRETARY TO ISSUE DEPREDATION PERMITS AS PRESENTED (Appendix A). Motion carried unanimously.

Land Acquisitions

Paul Coughlin, Habitat Program Administrator explained the land acquisition process noting that each acquisition allows for a public comment period and few comments were received.

Smith Addition to Helgeson GPA - Clark County

Coughlin presented a request to acquire the Smith Addition to the Helgeson GPA located 3 miles northwest of Vienna, SD in Clark County consisting of 2.12 acres at a cost of \$3,1800 to be utilized for wildlife habitat management and public hunting access.

Motion by Boyd with second by Phillips TO ADOPT RESOLUTION 16-18 (Appendix D) AUTHORIZING AND CONFIRMING THE PURCHASE OF 2.12 ACRES IN CLARK COUNTY. Motion carried unanimously.

Schneiderhan Property - Miner County

Coughlin presented a request to acquire the Schneiderhan property located 6 miles southwest of Carthage, SD in Miner County consisting of 160 acres at a cost of \$552,000 to be utilized for wildlife habitat management and public hunting access.

Motion by G. Jensen with second by Olson TO ADOPT RESOLUTION 16-17 (Appendix C) AUTHORIZING AND CONFIRMING THE PURCHASE OF 160 ACRES IN MINER COUNTY. Motion carried unanimously.

Northwestern Engineering Property Addition to Outdoor Campus West-Pennington County

Coughlin presented a request to acquire the Northwestern Engineering property located in Rapid City, SD in Pennington County consisting of 13.22 acres at a cost of \$289,800 to be utilized for administrative and outdoor education facilities.

signs and appear perfectly healthy, while others may have symptoms such as respiratory distress, fever, and swelling of the tongue. With highly virulent strains of the virus, deer can be dead within one to three days. Affected deer are often found near low lying areas or near water like a river or a pond. This is due to the deer attempting to go to the water to combat the high fever. EHD is not infectious to humans. He noted that results were higher than seen in the last couple of years.

Deer License Drawings and Preference Points

Wildlife Administration Chief Scott Simpson provided a power point explaining how deer, antelope and turkey licenses are issued. He detailed landowner license, preference points and the drawing process. Simpson noted the qualifications for landowner licenses for owned land and free landowner antlerless deer licenses and how landowner preference applies in general license draws. He also explained how the system is a weighted lottery ensuring those with the most accrued preference points has an advantage over those with fewer points, but does not guarantee a license. Simpson also detailed the general drawing sequence and how landowners and preference points factor in.

Fishing Regulation Fundamentals

Fisheries Biologist Dave Lucchesi provided overview of how fishing regulations are utilized as a tool to reach fish management goals. Lucchesi noted factors in fish management are habitat, people and fish. He detailed the population dynamics, recruitment, growth, and mortality and explained the impact of overfishing and purpose of regulations.

Juvenile Largemouth Bass Stocking Evaluation

Lucchesi provide an update on a study he has been doing in a few lakes in eastern South Dakota to show how stocking is used to enhance fishing. The study utilizes a new hatchery product the juvenile largemouth bass that are stocked in the spring. Beginning in 2002 they gathered fish from the western portion of the state by including a local bass club to have youth catch the fish for stocking. These fish comprised over half the bass population then a year or two later the fish were gone. Lucchesi speculates these fish overate. In 2008-2009 Blue Dog produced bass 11 inches long for a study done by SDSU and it was noted that survival was better than that of the fingerlings. It was also noted that by using a warm water environment the fish produce better resulting in 18 community ponds in the southeast being stocked using these practices.

Missouri River Reservoir Management Plans

Lott provided a one page fact sheet for each of the Missouri Rivers waters management plans. He noted the information will also be available on the Departments website for public comment to be adopted at the December meeting.

Fisheries Biologist Hilary Meyer provided detail on the 2017-2021 fisheries plan timeframe. Meyer noted the history of river and fisheries, the current management plan and issues facing four main reservoirs. Meyer noted the Missouri River fish management area consists of Lakes Oahe, Sharpe, Lake Francis Case and Lewis and Clark and the 69 mile river reach. She detailed current stocking practices and issues

Appendix A

RESOLUTION 16-13

BIG GAME DEPREDATION HUNTS

WHEREAS, pursuant to SDCL 41-6-29.1, the Game, Fish and Parks Commission may authorize the Secretary of the Department of Game, Fish and Parks to issue a specific number of depredation permits to respond to property damage by game animals that cannot be resolved by any other method, and the Commission has promulgated rules to provide for big game depredation hunts designed to assist in reducing wildlife damage to property by big game species (deer, elk, antelope, and turkey); and

WHEREAS, applications for depredation permits have been received and a random drawing held to establish the lists of depredation pool hunters for each county or area; and

WHEREAS, it is anticipated that high populations of big game animals may cause property damage which in some instances cannot be resolved by any other method except by reducing the number of animals in a specific geographic area;

NOW, THEREFORE BE IT RESOLVED, that for the next two years (2016 and 2017) the Game, Fish and Parks Commission authorizes the Secretary of the Department of Game, Fish and Parks or his designee to issue no more than 600 permits plus an additional 200 landowner/operator permits) for each species (deer, antelope and turkey) per year and no more than 100 elk depredation permits per year, as the Secretary may deem necessary to respond to property damage caused by big game animals.

BE IT FURTHER RESOLVED, that in issuing all big game depredation permits, the Secretary of the Department of Game, Fish and Parks or his designee is authorized to establish when and where each permit is valid and the number, species, and sex of the big game animals permitted to be taken by the holder of each big game depredation permit.

BE IT FURTHER RESOLVED, this resolution shall replace in their entirety Resolutions Nos. 15-06 and 15-07 previously adopted by this Commission to authorize the Secretary to issue depredation permits to respond to property damage caused by big game animals.

Appendix C

RESOLUTION 16 - 17

WHEREAS, the Department of Game, Fish, and Parks (GFP) has expressed an interest in acquiring real property presently owned by Daniel J. Schneiderhan and Carol D. Schneiderhan, husband and wife, as joint tenants with right of survivorship and not as tenants in common (an undivided one-half interest), and Daniel J. Schneiderhan, aka Daniel John Schneiderhan, Jayne Marie Schneiderhan, Mary Kathryn Bradshaw and Susan Jean Helwig, as tenants in common and not as joint tenants (an undivided one-half interest), 20430 SD Highway 1806, Ft. Pierre, SD 57532, which property is described as:

The Southeast Quarter (SE¼) of Section Nineteen (19), Township One Hundred Eight (108) North, Range Fifty-eight (58), West of the Fifth P.M., Miner County, South Dakota, containing 160, acres more or less and hereto referred to as the SCHNEIDERHAN PROPERTY; and

WHEREAS, said property is to be acquired by and utilized by GFP as a Game Production Area; and

WHEREAS, SDCL 41-4-1.1 requires that before GFP acquires and purchases property, GFP must notify owners of land located adjacent to the property sought to be acquired by publishing notice of the same once in each legal newspaper of the county in which the property to be purchased is located; and

WHEREAS, GFP has published the required legal notice at least thirty (30) days prior to the date of action by the Commission authorizing the intended purchases, which notice included the time and location of the meeting at which Commission action is expected and by giving notice of instructions for presenting oral and written comments to the Commission; and

WHEREAS, the Commission has reviewed any and all comments that may have been received relative to the intended purchase and after consideration of the same, the Commission approves the purchase of said property for use as a Game Production Area;

NOW, THEREFORE, BE IT RESOLVED, that GFP is authorized to complete negotiations for the purchase of the SCHNEIDERHAN PROPERTY and execute and consummate an agreement with Daniel J. Schneiderhan, Carol D. Schneiderhan, Jayne Marie Schneiderhan, Mary Kathryn Bradshaw, and Susan Jean Helwig, which is acceptable to GFP to acquire by purchase, at the price of \$552,000.00, the SCHNEIDERHAN PROPERTY for use as a Game Production Area.

Appendix E

RESOLUTION 16 - 19

WHEREAS, the Department of Game, Fish, and Parks (GFP) has expressed an interest in acquiring real property presently owned by State of South Dakota – Department of Transportation, Pierre, SD 57501, which property is described as:

Tract Dennis Reinke in the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section twenty-two (22), Township two South (T2S), Range four East (R4E) of the Black Hills Meridian, as shown by the plat recorded in Book 20 of Plats on page 102, excepting the area in conflict with Lot 2 of the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section twenty-two (22), Township two South (T2S), Range four East (R4E) of the Black Hills Meridian and also excepting therefrom Lot H3 as shown by the plat recorded in Book 8 of Hwy Plats on page 49 in the Office of the Register of Deeds, Pennington County, South Dakota, containing 4.86, acres more or less and hereto referred to as the DOT PROPERTY; and

WHEREAS, said property is to be acquired by and utilized by GFP as a Game Production Area; and

WHEREAS, SDCL 41-4-1.1 requires that before GFP acquires and purchases property, GFP must notify owners of land located adjacent to the property sought to be acquired by publishing notice of the same once in each legal newspaper of the county in which the property to be purchased is located; and

WHEREAS, GFP has published the required legal notice at least thirty (30) days prior to the date of action by the Commission authorizing the intended purchases, which notice included the time and location of the meeting at which Commission action is expected and by giving notice of instructions for presenting oral and written comments to the Commission; and

WHEREAS, the Commission has reviewed any and all comments that may have been received relative to the intended purchase and after consideration of the same, the Commission approves the purchase of said property for use as a Game Production Area;

NOW, THEREFORE, BE IT RESOLVED, that GFP is authorized to complete negotiations for the purchase of the DOT PROPERTY and execute and consummate an agreement with State of South Dakota – Department of Transportation, which is acceptable to GFP to acquire by purchase, at the price of \$18,225.00, the DOT PROPERTY for use as a Game Production Area.

you take away from your family and friends, and would like to make that time the most beneficial as possible. I would like to express my opinions on a few of the many of the matters we have here in South Dakota. Shed Hunting: I would urge the commission to remove the ban of Shed Hunting on public lands. Shed Hunting is the activity of finding the "shed" antlers of deer, elk, and moose. As winter sets in, ungulates need essential minerals to survive. As such, the strength and bodily minerals the animal uses to keep their antler attached is diverted to elsewhere in the body, thus causing their antlers to drop off at no harm to the animal. In the late winter, early spring / summer months, most animals have dropped their antlers and begin to grow their new set. Currently, the law is written as such... Destruction or removal of natural or cultural features prohibited — Exception. A person may not destroy, damage, or remove a living or dead tree, shrub, or vegetation; disturb any earth, rocks, minerals, natural formations, or cultural resources; or destroy, damage, or remove any antlers, skulls, or other parts of animal carcass located on lands owned or leased by the department without written permission from the secretary or a designated agent. However, a person participating in religious activities in Bear Butte State Park or on department land owned or leased adjacent to the Missouri River may use grasses and forbs taken from these lands for ceremonial purposes. For purposes of this rule, a cultural resource includes historic properties, archaeological resources, and Native American cultural items (including human remains, associated funerary objects, unassociated funerary objects, sacred objects, and objects of cultural patrimony, as defined in the Native American Graves Protection and Repatriation Act of 1990. So by this wording, all the rock collectors I see out in Indian Creek near Scenic looking for Agates are, by the way this is written, in violation of the law, just as much as some one shed hunting. If I kick a rock down a ravine on public land, I am in violation. Also if my niece finds a stick while hiking in the Hills, she is now in violation. The law is poorly written overall. In many western states, shed hunting has become a very popular hobby. I myself, love to shed hunt with my dog. We have a small chunk of property in Tripp County that we manage for deer. So going on hikes thru our woods and fields is a fun activity that we can do. I would love to hike the Black Hills and find elk and mule deer sheds some day too! I would suggest that we open a "season" on sheds, much like the current seasons we have for hunting. It should be open to residents only, only after such a date as to not pressure the animals and not cause undue stress on the animal. I would look towards Utah, Montana, and Idaho for input on season dates and duration. I could see people being stupid and chasing and pressuring animals in hopes of trying to get them to drop their sheds early and by setting a date later in the season could prevent this issue. Shed Hunting could be a \$5 - \$10 permit, with access permits being required to access certain areas potentially. That would add revenue to the GFP directly thru permits and licenses, but also indirectly to the state as well with fuel, lodging, and food that people will buy when heading out. Open up campgrounds in the late spring for people to use as well. As an avid outdoorsman, there is a time frame between seasons that there is little to do. Getting outside and enjoying nature is essential to my happiness, as you know the winters in South Dakota can be brutal and seemingly never ending. With shed hunting, I am able to go out, stretch my legs, hike around, and be able to "hunt" and study the animals that might be around.

Josh Baumann, Pierre, SD, "My name is Josh Baumann from Pierre, SD and I support the opportunity for the public to look for shed antlers on state-owned land. It is a great

GAME, FISH AND PARKS COMMISSION ACTION
FINALIZATION

8

CAMPING PERMITS AND RULES
Chapter 41:03:03

Commission Meeting Dates:	Proposal	November 3-4, 2016	Brandon
	Public Hearing	December 15-16, 2016	Pierre
	Finalization	December 15-16, 2016	Pierre

COMMISSION PROPOSAL

Recommended Changes:

Amend 41:03:03:03.01. Park entrance license exemptions.

1. Remove the state park entrance license (PEL) exemption for persons visiting campers assigned to the Youth Forestry Camp in Custer State Park. Also remove existing subsection (5) pertaining to a PEL not being required for resident nonprofit youth groups and place this language in a new rule referred to below.

Create a new rule - 41:03:03:03.02 -- Park entrance license not required.

1. PEL not required for members and guests of a South Dakota veterans organization or group, South Dakota National Guard or military reserve unit and guests or patients and their attendants of a veterans hospital in South Dakota from the state park entrance license requirement while participating in a non-competitive special event hosted by the organization, group, unit or hospital if a special event permit has been obtained from the park manager.
2. PEL not required for resident nonprofit youth groups.

DEPARTMENT RECOMMENDATION

Recommended change from proposal: Establish a new rule providing there is no requirement for a special event park entrance license for military veterans and service members and resident nonprofit youth groups rather than amending 41:03:03:03.01 per Legislative Research Council Code Counsel direction. As a practical matter, the recommended changes to proposal do not change the effect of Department's original proposal in any way.

SUPPORTIVE INFORMATION

1. The Youth Forestry Camp in Custer State Park is no longer a functioning entity. Therefore, the park entrance license exemption is not needed.
2. The Department of Game, Fish and Parks supports and appreciates our military veterans and service members. Currently, South Dakota veterans who have a 100% service related disability are entitled to a free lifetime state park entrance license. We want to expand on this by no longer requiring veterans, National Guard and reserve unit members and veteran's hospital patients to obtain a PEL while participating in non-competitive special events. Examples would be American Legion or DAV picnics, motorcycle ride-throughs by veterans group, veteran's hospital outings, or National Guard recruitment weekends. The PEL exemption would also apply to family members and guests participating in the event. Currently, the only groups that are afforded this exemption are South Dakota non-profit youth groups.

APPROVE MODIFY REJECT NO ACTION

**CONCESSION AGREEMENT
DOCK 44**

This Concession Agreement is made and entered into on _____ ("Effective Date") by and between the South Dakota Department of Game, Fish and Parks ("Department") 523 East Capitol, Pierre South Dakota 57501, and Esther Moser of 725 West 5th Street, Winner, SD and Anita Beck of 702 East 10th Street, Gregory, SD, partners ("Concessionaire"). This Agreement is authorized by the South Dakota Game, Fish and Parks Commission and is subject to and governed by the requirements of ARSD Article 41:13 subtitled Park Concession Leases effective October 17, 2005, (the "Rules") a copy of which has been provided to Concessionaire.

WITNESSETH

Whereas, Snake Creek Recreation Area is administered by the Department for providing park and related services, tourism, and resource management; and

Whereas, the Department desires to have a limited and prescribed portion and areas of Snake Creek Recreation Area operated by a concessionaire as a resort open to the general public; and

Whereas, the Department chooses to commercially operate the area through a private concessionaire to provide services to the general public; and

Whereas, the Department has provided grounds and facilities of the area, and desires a private concessionaire to operate the same; and

Whereas, the Commission has promulgated the Rules relating to concession leases under which certain powers and authority to enter into concession leases and agreements have been delegated to the Department; and

Whereas, Concessionaire desires to enter into a concession agreement with the Department to operate a resort concession in portions of Snake Creek Recreation Area and be a concessionaire, as defined in the Rules.

Now therefore, for the purposes of carrying out concession operations in part of the Park pursuant to the terms and conditions of this Agreement, the parties agree as follows:

Section 1. Term of Agreement

- (a) This Agreement shall be for a term of ten (10) years, commencing on January 1, 2017 and ending on December 31, 2026.

- (k) "Gross Receipts of SubConcessionaires" means all revenue received, to be received, or realized by SubConcessionaires from all sales for cash or credit, of services, accommodations, materials and other merchandise made as a result of the exercise of the rights conferred by a lease, license or agreement between the Concessionaire and a SubConcessionaire at the Resort, revenues of Sub-SubConcessionaires, commissions earned on leases or agreements between SubConcessionaires and other persons or companies operating in the Resort, and revenue earned from sales through electronic media, mail order or otherwise. A SubConcessionaire shall report all of its revenues to the Concessionaire without allowances, exclusions or deductions of any kind or nature.
- (l) "Park" means the property within the boundaries of Snake Creek Recreation Area.
- (m) "Personal Property" means as defined in ARSD 41:13:01.
- (n) "Possessory Interest" means as defined in ARSD 41:13:01.
- (o) "Qualified Appraiser" means as defined in ARSD 41:13:01.
- (p) "Resort" means the geographic area as set forth in Exhibit A-1 that includes Government Facilities and Concessionaire Facilities assigned to the Concessionaire as set forth in Exhibit A-2 and A-3, and the operation thereof as permitted under this Agreement.
- (q) "SubConcessionaire" means a third party that, with the approval of the Director, has been granted rights by Concessionaire to operate under a concession lease, license or agreement (or any portion thereof) between Concessionaire and a third party, or between a SubConcessionaire and a third party, whether in consideration of a percentage of revenues or otherwise.
- (r) "Park Supervisor" means the management of Snake Creek Recreation Area or his or her duly authorized representatives.

Section 3. Accommodations, Facilities and Services

- (a) Concessionaire shall provide the following accommodations, facilities, and services within the Resort, subject to the Performance Standards for the Operation and Maintenance of Snake Creek Recreation Area Resort attached to the Agreement as Exhibit B.

provide such additional accommodations, facilities, services and merchandise, or if the Department and Concessionaire are unable to agree upon the terms under which Concessionaire would provide such additional accommodations, facilities, services and merchandise, the Department shall be entitled to contract with a third party to provide said additional accommodations, facilities, services and merchandise within the Resort under terms acceptable to the Department.

- (d) The Department reserves the right to establish reasonable standards as to the nature, type and quality of Concessionaire's services and merchandise. The Department retains the right to disapprove types of services and merchandise that do not meet these standards.

Section 4. Rates and Quality Control

- (a) All rates, fees and prices charged the public by Concessionaire must be reasonable and comparable to the fees, rates and charges charged for similar accommodations, facilities, services and merchandise in the region or outside the region if similar accommodations, facilities, services and merchandise are not provided in the region. All rates and prices for accommodations, facilities, services and merchandise shall be clearly posted or marked.
- (b) The Department reserves the right to establish reasonable standards as to the nature, type and quality of the Concessionaire's accommodations, facilities, services and merchandise. All accommodations, facilities, services and merchandise sold are subject to the rules and laws of the State of South Dakota and the United States.

Section 5. Capital Development and Improvements

- (a) Concessionaire, with prior written approval of the Director, may construct, modify or install at its cost such fixtures, structures, or improvements to Government Facilities or Concessionaire Facilities necessary for the operations required or authorized hereunder, subject to the Possessory Interest (and extent thereof) as authorized by ARSD 41:13. Concessionaire shall acquire no Possessory Interest to any fixtures, structures, and improvements made to Government Facilities or Concessionaire Facilities without the written approval of the Director. Requests shall be made in writing to the Department in sufficient detail to determine the scope, financing and scheduling of the proposed project. Drawings, maps or illustrations shall accompany the written request which accurately describe the location and design of all proposed fixtures,

written request. All activities involving any ground disturbance, placement of fill material, prescribed burning of vegetation or tree removal shall be completed in compliance with all local, state and federal laws and regulations.

- (d) In the event that Concessionaire constructs fixtures, structures or improvements to Concessionaire Facilities or Government Facilities, Concessionaire shall be responsible for securing all necessary licenses and permits required under local, state and federal laws and regulations.
- (e) All construction activities must meet or exceed existing levels of craftsmanship. No Department owned resources or materials from the Park shall be used in any project, except by written consent of the Department.
- (f) Concessionaire shall not cause, permit or suffer any lien or encumbrance to attach to the Resort, the Concessionaire Facilities or Government Facilities, except for capital development improvements to Concessionaire Facilities as outlined in Section 5. If Concessionaire shall cause, permit or suffer a lien or encumbrance to attach, Concessionaire shall cause the same to be cancelled and discharged of record by bond or otherwise as allowed by law at the expense of Concessionaire within thirty (30) days after the filing thereof. Concessionaire shall defend on behalf of the Department, at Concessionaire's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien or encumbrance. Concessionaire shall pay any damages, including payment of any legal expenses incurred by the Department for doing the same in the event Concessionaire fails to obtain cancellation or discharge of the lien or encumbrance, fails to satisfy and discharge any judgment entered thereon and/or fails to save the Department harmless from any claim or damage resulting therefrom.

Section 6. Facilities

- (a) The Department hereby assigns for use by Concessionaire, the Government Facilities identified in Exhibit A-3, located within the Resort as identified in Exhibit A-1. The Department also assigns to Concessionaire the Concessionaire Facilities set forth in Exhibit A-2.
- (b) Concessionaire has inspected the Government Facilities and Concessionaire Facilities identified in Exhibit A2 and A-3 and is thoroughly acquainted with their condition, and accepts them and other items in an "as is" condition.

Section 7. Operations and Maintenance

- (a) Concessionaire shall operate the Resort in compliance with the terms and conditions of this Agreement including the performance standards for the Operation and Maintenance of the Resort set forth in Exhibit B. The performance standards are established in order to maintain a high standard of public service, physical appearance, operation, repair and maintenance.
- (b) Concessionaire shall comply with the specific dates and hours of services specified in Section 2 of Exhibit B.
- (c) Concessionaire, at its expense, shall provide all maintenance of Concessionaire Facilities, Government Facilities and Personal Property located within the Resort with the exception of the fish cleaning station, which will be the responsibility of the Department. The Concessionaire shall perform such work in accordance with the performance standards contained in Exhibit B. Concessionaire shall also be responsible for keeping the Resort free from litter, complying with environmental laws and regulations, complying with safety rules, laws and regulations, and maintaining in good order and in a safe condition the grounds, Government Facilities, Concessionaire Facilities, and Personal Property of and within the Resort and in accordance with the performance standards contained in Exhibit B.
- (d) At the expiration or termination of this Agreement, Concessionaire shall return to the Department the Government Facilities in the same condition or better condition than existed at the initiation of this Agreement, reasonable wear and tear excepted.
- (f) Concessionaire shall not do or permit to be done any act or thing within the Resort and within Concessionaire's operations which shall or might subject the Department to any liability or responsibility or injury to any person or to property by reason of any business or operation being carried on or upon the Resort or by Concessionaire. Concessionaire shall comply with all laws, orders and regulations of federal, state and local authorities, and with any direction of any public officer or officers pursuant to applicable laws which impose any order or duty upon Concessionaire with respect to the Resort, the use or occupation thereof, or with respect to Concessionaire's business and operations.
- (g) Concessionaire shall occupy the Resort as of the Effective Date and thereafter will continuously use the Resort solely for the purpose of providing the accommodations, facilities, services and merchandise identified in Section 3 and other uses incidental thereto. Concessionaire shall not use or knowingly permit any part

the accommodations, facilities, services and merchandise offered for sale by Concessionaire. The license shall be limited to the sale of accommodations, facilities, services and merchandise from the Resort only. Concessionaire shall not offer for sale outside of the Resort, including by mail order, other store locations and the Internet, the services and merchandise without the Department's prior written consent. Concessionaire shall not be permitted to sublicense any of the Intellectual Property without the Department's consent. Concessionaire agrees to cooperate in the filing of any affidavits and applications by providing proof of use of the Intellectual Property upon the Department's reasonable request. Concessionaire acknowledges that the Department has the unrestricted authority to set the standards for the use of the Intellectual Property, as well as the standards, specifications and qualities of the accommodations, facilities, services and merchandise. As such, the Department shall have the right, at all reasonable times, to inspect Concessionaire's business locations, services and merchandise for quality verification purposes. The Department, on behalf of the State of South Dakota, does not make any representation or warranty with respect to the Intellectual Property and the use thereof, and expressly disclaims all representations and warranties including, without limitation, the warranty of non-infringement. Concessionaire agrees to promptly notify the Department of any possible infringement of the Intellectual Property by third parties or, of any claims of infringement against Concessionaire and/or the State of South Dakota made by a third party. The State of South Dakota shall have the sole right to bring any action for infringement and to recover and retain any and all damages.

Section 8. Utilities

Concessionaire shall pay costs for utilities in the Resort, including but not limited to water, sewer, electricity and garbage disposal with the exception of water, sewer, electricity, and one garbage receptacle that serves the Department-owned fish cleaning station, and the pumping of the vault toilet. Maintenance responsibilities of Concessionaire for Department-owned utility systems within the Resort shall be in accordance with the performance standards set forth in Exhibit B.

Section 9. Accounting Records and Other Reports

- (a) Concessionaire shall prepare and maintain accounting records of the Resort segregated by profit center under generally accepted accounting principles that are customary for resort operating

These reports shall be submitted to the Department by May 1 for the previous year.

- (g) From time to time, the Department may require Concessionaire to submit other reports and data regarding the Resort, Concessionaire's performance under this Agreement or otherwise, including but not limited to, operational information and capital progress reports.
- (h) Concessionaire agrees to waive any right to confidentiality of all records and reports identified in this section for Commission purposes. This waiver is not intended to apply to third parties or the public at large, except as provided by State law and Subsection (i) below.
- (i) Concessionaire agrees to waive any right to confidentiality of records, reports and information contained therein for the purposes of preparing a prospectus and other documents for leasing the Resort, as necessary for any subsequent concessionaire to operate the Resort, or for other legislative or administrative purposes.

Section 10. Fees

Franchise Fees: Concessionaire shall pay to the Department a franchise fee which shall be a sum of money equal to five percent (5%) of all Gross Receipts during each year of the Agreement term. Payments shall be made no later than January 30th, for the final calendar quarter of the proceeding calendar year; July 30th, for the first two quarters of the current year; and October 30th for the third calendar quarter of the current year and shall be accompanied by accounting records as described in Section 9(c). Payments to the Department by Concessionaire not received on or before the due date shall be considered to be in arrears and subject to an interest payment equivalent to one and one-half percent (1.5%) per month of the unpaid amount which shall be added to the following month's remittance.

Section 11. Remedies, Termination or Expiration of the Agreement

- (a) Procedures upon termination or expiration of this Agreement shall be in accordance with ARSD 41:13.
- (b) Upon termination or expiration of this Agreement for any reason, and, in the event that Concessionaire is not to continue the operations authorized under this Agreement after its expiration, Concessionaire shall comply with all applicable requirements of

and Personal Property, not to exceed ten percent (10%) annually of the depreciated book value of such Concessionaire Facilities and Personal Property used by the temporary operator or the Department, and prorated for the amount of time they are in use by the temporary operator or the Department.

- (iii) consent to the purchase of Concessionaire's inventory and supplies by the temporary operator or the Department for use or resale purposes. The temporary operator or the Department must reimburse Concessionaire for any inventory and supplies purchased by Concessionaire and retained by the temporary operator or the Department for use or resale purposes. The value of the inventory and supplies retained by the temporary operator or the Department shall be determined by actual invoice amounts submitted to or paid by Concessionaire.
- (f) The Department shall have a right of offset against amounts owed the Department for all amounts owed by the Department under this Agreement.
- (g) If any legal proceedings are brought by either party to this Agreement against the other in connection with the interpretation, application or performance of the terms and conditions of this Agreement, each party shall be required to pay its own attorney's fees and costs in connection with such proceedings. All amounts due the Department by reason of any default on the part of Concessionaire shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date the amount is due until paid.
- (h) In addition to the rights and remedies provided for herein, the Department and Concessionaire shall each have all remedies at law or in equity, all remedies being cumulative.
- (i) The Department retains the option to purchase the Concessionaire's possessory interest in Concessionaire Facilities in the amount of their appraised value or the value determined by arbitration determined by ARSD 41:13. If the Department chooses not to issue a subsequent lease or agreement, the Department retains the option to direct the concessionaire to remove the concessionaire facilities from the park and restore the premises to the extent that the facilities had an impact upon the grounds. In this situation, the concessionaire shall be compensated for the concessionaire's possessory interest in concessionaire facilities or government facilities in the amount of book value and the cost to

equivalent form with a combined single limit of not less than One Million Dollars (\$1,000,000.00). Such insurance shall include coverage for owned, hired and non-owned vehicles.

- (iii) Excess Umbrella Liability Insurance: This coverage may be used to supplement any of the above liability coverage policies in order to arrive at the required minimum limit of liability coverage. In addition, coverage shall be at least as broad as that provided by underlying insurance policies, and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the "Excess Umbrella" liability policy.

- (iv) Workman's Compensation Insurance and Unemployment Insurance: This coverage shall be as required by South Dakota law covering Concessionaire employees as will protect itself and the State of South Dakota and agencies thereof from claims under the Workman's Compensation laws and unemployment insurance laws of the State of South Dakota.

- (v) Personal Property Insurance:
 1. Amount of Insurance: 100% of replacement value, without deduction for physical depreciation
 2. Insurance shall cover the Personal Property contained in all buildings, structures, improvements & betterments for all Government Facilities and Concessionaire Facilities and/or used in Concessionaire's operations.
 3. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
 4. The policy shall provide for loss recovery on a replacement value basis, without deduction for physical depreciation.
 5. "Blanket Amount" insurance is to be provided. The amount of insurance (limit of liability) should represent no less than 100% of the replacement value of the sum total of all insured property, without deduction for physical depreciation.
 6. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
 7. The vacancy and unoccupancy restriction, if any, must be eliminated for Personal Property that shall be vacant or

- (g) The Department has no obligation to and is not responsible for payment of any money to Concessionaire that results from disruption of services.
- (h) Except as set forth in Section 6(e), neither the Department nor Concessionaire shall be liable to the other, nor to any SubConcessionaires, for any loss or damage to any building, structure or other tangible property owned by the other, including but not limited to lost rents, income and profits, even through such loss or damage might have been occasioned by the negligence of such party, its employees, agents, contractors or invitees. Concessionaire shall include in any lease, contract or agreement with a SubConcessionaire a provision in accordance with this Subsection.

Section 14. Repair and Maintenance Reserve Provisions

- (a) Concessionaire shall establish a repair and maintenance reserve (the "Repair and Maintenance Reserve"). Concessionaire shall contribute to the Repair and Maintenance Reserve a sum no less than one and a half percent (1.5%) of the annual Gross Receipts. This reserve shall be credited by the 15th of every month based upon the preceding month's Gross Receipts.
- (b) Use of Funds. Funds in the Repair and Maintenance Reserve shall be used for the maintenance, repair and renovation of existing Concessionaire Facilities and Government Facilities included in this Agreement.
 - (i) Of the 1.5%, 0.5% may be expended by Concessionaire for repair and maintenance of Concessionaire Facilities and Government Facilities on an emergency basis without prior approval. If not expended during any calendar year, the remainder shall be expended by Concessionaire under the provisions of Section 14 (b) (ii) hereof.
 - (ii) The remaining 1.0%, plus any amounts not expended under Section 14 (b) (i) shall be administered and utilized for maintenance, repair and renovation of Concessionaire Facilities and Government Facilities which projects have been previously approved by the Department.
- (c) Unallowable Uses. Funds in the Repair and Maintenance Reserve shall not be used for the following:
 - (i) Seasonal salaries of Concessionaire's employees, SubConcessionaire's employees, and/or independent contractors performing housekeeping and grounds keeping

- (f) Treatment of reserve funds at end of term. The parties agree to make every effort to exhaust all funds in the Repair and Maintenance Reserve by the end of the Agreement term. If there is a surplus at the end of the term, any remaining Repair and Maintenance Reserve funds shall be transferred to the Department for the purpose of ongoing maintenance of Concessionaire Facilities associated with this Agreement. If there is a deficit at the end of the Agreement term, Concessionaire shall be compensated by the Department in the amount of the deficit.
- (g) If this Agreement is terminated by the Department before the established expiration date, the Department shall reimburse Concessionaire for the cost of approved repairs and maintenance activities expended by Concessionaire which have been prepaid and un-recovered by application of the annual Repair and Maintenance Reserve.

Section 15. General Provisions

- (a) Reference to the Department in this Agreement shall include the Secretary, Director, Park Supervisor and his/her authorized representative.
- (b) Concessionaire shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to operating the Resort and providing services pursuant to this Agreement, and shall be solely responsible for obtaining current information on such requirements.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- (d) All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
- (e) This Agreement and any operations and services authorized thereunder may not be assigned, sublet, extended, renewed or amended in any respect, except when agreed to in writing by the Department and Concessionaire.
- (f) Concessionaire may not use SubConcessionaires, subcontractors or sublessees to perform the services described herein without the

- (l) Any notice or other communication required under this Agreement shall be in writing and sent or delivered to the address set forth below. Notices shall be given by and to the Director on behalf of the Department, and by and to the president on behalf of Concessionaire, or such authorized designees as either party may from time to time designate in writing.

<u>Department</u>	<u>Concessionaire</u>
Director	Esther Moser
Division of Parks & Recreation	725 East 10 th Street
523 East Capitol	Winner, SD 57580
Pierre, South Dakota 57501	

Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail or, if personally delivered, when received by such party. Copies of all correspondence from Concessionaire to the Department or Director shall be sent simultaneously to the Park Supervisor.

- (n) No amendment or modification of this Agreement shall be effective for any purpose unless the same be in writing and signed by authorized representatives of the parties.

Section 16. Discrimination.

Concessionaire shall not discriminate against any person based upon race, color, national origin, religion, sex and disability in the operation and maintenance of the Resort and shall fully comply with Title VI of the 1964 Civil Rights Act, and applicable federal and state laws and regulations.

Discrimination on the Basis of Residence. Discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence.

Concessionaire shall not discriminate on the basis of disability, and is subject to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal and state laws and regulations.

END OF AGREEMENT TEXT

List of Exhibits

Exhibit A

A-1 – Land Assignments (Resort) Maps for areas including Concessionaire and Government Facilities Assigned to the Concessionaire

A-2 – List of Concessionaire Facilities and associated possessory interest

A-3 – List of Buildings and Structures Constituting Government Facilities Assigned to the Concessionaire

Exhibit B

PERFORMANCE STANDARDS FOR THE OPERATIONS AND
MAINTENANCE OF THE SNAKE CREEK RECREATION AREA RESORT

Exhibit C

TRANSITION TO A NEW CONCESSIONAIRE

Exhibit D

ADMINISTRATIVE RULES OF SOUTH DAKOTA ARTICLE 41:13, PARK
CONCESSION LEASES

EXHIBIT A-2

List of Concessionaire Facilities and associated possessory interest

<p align="center">CONCESSIONAIRE IMPROVEMENT AUTHORIZATION AND DETERMINATION OF POSESSORY INTEREST</p> <p align="center">South Dakota Division of Parks and Recreation</p>			
<p align="center">Exhibit A-2 attached to and made part of Agreement:</p>			
<p>Concessionaire:</p>		<p>Agreement (Effective Date):</p>	
<p align="center">Concessionaire Facilities and Associated Possessory Interest</p>			
Fac. NO	Description		Possessory Interest at Agreement Effective Date
	Dock systems		100%
	2 cabins		100%
	Storage Shed		100%
	Modular home (Manager's residence)		100%

EXHIBIT B

**PERFORMANCE STANDARDS FOR THE OPERATIONS AND
MAINTENANCE OF THE SNAKE CREEK RECREATION AREA RESORT**

The following Performance Standards ("Standards") of the operation and maintenance of the Resort sets forth the specific responsibilities to be performed by the Concessionaire as required by the Agreement entered into on _____ . These Standards are an integral element of the Agreement. These Standards set forth the general, operational and maintenance requirements of the Concessionaire with respect to all services, Government Facilities, Concessionaire Facilities and land assigned for use by the Concessionaire at the Resort, unless specifically provided for elsewhere in the Agreement between the parties. The Standards are subject to annual review and may be amended by mutual written agreement of the parties.

Any material deviation from the Standards set forth herein shall be a breach by the Concessionaire of the Agreement and shall be subject to the applicable terms and conditions set forth in the Agreement.

Section 1. General

All operations and activities shall be conducted in compliance with local, state and federal laws, regulations and standards applicable within the Resort. Use of the assigned area by the Concessionaire is limited to operation of the Resort set forth in the Agreement or as approved by the Department which are necessary to provide the minimum required and authorized services as outlined in Section 3 of the Agreement. The assigned area is defined by Exhibit A-1 of the Agreement. The Department reserves the right for the public to travel across the land, trails, and roads within the Resort boundaries. The Concessionaire shall not restrict access to public waters along the frontage of the Resort boundaries.

Section 2. OPERATIONS

(a) Dates of Operation

- (i) All Resort facilities and services must be open and available to the public. The minimum season for all locations and services that shall be considered is daily operation according to the following dates. Concessionaire shall have access to the Resort at all times during the term of the Agreement.

Minimum Operating Dates		
Facility	Open	Close

General Store	7 a.m. to 8 p.m.	7 a.m. to 11 p.m
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- (ii) Deviations from this standard must be submitted in writing and in advance of any modifications and shall be subject to approval by the Department.
- (iii) An authorized representative of the Concessionaire shall be available to the Department's on-site representative at all times to respond to and handle emergencies. A listing of authorized Concessionaire representatives and their permanent residence telephone numbers shall be provided to the Department at the commencement of the Agreement and annually thereafter to be included in the annual operating plan. Modifications to the listing shall be communicated to the Department within twenty-four hours of the same.

(c) Utilities

Electricity – The Concessionaire shall be responsible for activating electrical service with the electric provider and paying directly to the provider all electrical costs attributable to usage of the Resort. The Concessionaire shall be responsible for maintenance of the electrical services within the Resort with the exception of the fish cleaning station. All electrical repairs shall be conducted by a qualified individual licensed by the South Dakota Electrical Commission.

- (i) Water – The Concessionaire shall be responsible for activating water service with the water provider and paying directly to the provider all water costs attributable to usage of the Resort. The Concessionaire shall be responsible for maintenance of the water systems that serve the Resort with the exception of the fish cleaning station. All water system repairs shall be performed by a qualified individual licensed by the South Dakota Plumbing Commission, unless for emergency temporary repairs required to prevent or minimize property damage or for public safety.
- (ii) Sewer – The Concessionaire shall be responsible for activating wastewater disposal service with the wastewater disposal provider and paying directly to the provider all wastewater disposal costs attributable to usage of the Resort. The Concessionaire shall be responsible for maintenance of the sanitary sewer collection system with the

The Department shall advise the Concessionaire in advance of activities other than maintenance, law enforcement and inspections to be conducted within the Resort, notwithstanding the Department's rights to access as specified in the Agreement.

(e) Visitor Information

- (i) The Concessionaire shall make available and provide without charge to all patrons and Resort visitors, informational literature, safety precautions and notification of potential hazards with respect to Snake Creek Recreation Area as provided by the Department at no expense to the Concessionaire.
- (ii) The Department shall cooperate with the Concessionaire in the distribution and communication of available concession services and customer satisfaction surveys, so long as all materials are provided to the Department free of charge, and Department resources are available to perform the requested distribution and/or communication.
- (iii) In an effort to evaluate and improve public services provided by Concessionaires throughout the state park system, the Department may wish to implement customer satisfaction surveys for Concessionaire patrons. The Concessionaire shall cooperate with the Department for the distribution, collection, and administration of any customer satisfaction surveys or comment cards.

(f) Orientation Training for Resort and Park Employees

- (i) All Resort employees and volunteers shall be able to effectively and courteously respond to the public to inform them of all the Resort's and Park's services, activities, and information.
- (ii) The Concessionaire agrees to arrange for and allow on an annual basis Park employees to attend and be present, or as otherwise agreed to be necessary by the Concessionaire and Park Supervisor, at an orientation session scheduled and conducted by the Concessionaire to acquaint them with the resources, features and services of Snake Creek Recreation Area. Concessionaire employees, and designated representatives that are employed by the Concessionaire at the time that the training is offered, shall participate in training provided by the Department on Park regulations and informational topics

- (iii) The Department shall issue to all employees and volunteers of the Concessionaire a park entrance license exemption decal to be placed and properly displayed in employee and volunteer vehicles at all times when the vehicles are parked within the Resort. The exemption shall be valid only for current employees and volunteers of the Resort while actively working at the Resort. The exemption decal is valid for employees or volunteers traveling under the most direct route from the Park entrance to their designated work duty station, during designated working hours.
- (iv) In providing visitor services, the Concessionaire must require its employees to observe a strict impartiality as to rates and services in all circumstances.
- (v) The Concessionaire shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessionaire shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessionaire.
- (vi) The Concessionaire shall provide all personnel necessary to provide the visitor services required and authorized by this Agreement.
- (vii) The Concessionaire shall comply with all applicable laws relating to employment and employment conditions.
- (viii) The Concessionaire shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessionaire shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessionaire.
- (ix) The Concessionaire shall review the conduct of any of its employees whose actions or activities are considered by the Concessionaire or as reported to the Concessionaire by the Department to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and

(l) Complaints

- (i) It is anticipated that from time to time a minimal number of complaints shall be received from the public who utilize the Resort and its services. The Concessionaire shall document and attempt to resolve any and all such complaints, including forwarding a copy of any written communications regarding the same to the Department and the Park Supervisor.
- (ii) Any complaints regarding the Resort received by the Department shall be documented and forwarded to the Concessionaire for resolution.

(m) Pets

Pets maintained by Resort employees or guests must be kept under control in accordance with established state park rules. Pets shall not be allowed in public areas such as the restaurants and stores with the exception of service animals pursuant to SDCL 20-12-23.2 and 23.4 and applicable federal laws.

(n) Safety

- (i) The Concessionaire must maintain and test all life and property safety equipment, devices and systems according to established and applicable laws, rules, regulations, and codes. Such equipment, devices, and systems may include but are not limited to smoke detectors, fire extinguishers, fire suppression systems, alarms, escape routes and egress openings. Any malfunctions of safety equipment, devices and systems must be reported to the Park Supervisor immediately.
- (ii) The Concessionaire shall immediately notify the Department of any accident it has knowledge of that occurs involving visitors, patrons or employees. The Department shall immediately notify the Concessionaire of any accident that involves personal injury or property damage in the Resort in addition to any pending or actual litigation.
- (iii) The Concessionaire must provide and promote policies and training to its employees on how to detect, report and minimize any unsafe or hazardous situations.

(o) Rentals

alcoholic beverage service in compliance with all applicable laws.

- (iv) On and off-sale alcoholic beverages shall be permitted to the extent that those services authorized under the Concession Agreement and subject to the Concessionaire's securing of all applicable licenses and permits and complying with all applicable state laws.
- (v) All foods, drinks, beverages, confections, refreshments and the like sold or kept on the premises for sale shall be of first quality, wholesome and pure and shall conform in all respects to the applicable federal, state and municipal laws and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale, and all material on hand shall be sorted and handled with due regard for sanitation.

(q) Merchandise, Convenience Items and Accessories Sales

- (i) All merchandise, convenience items and accessories and the like sold or kept on the premises for sale shall be of the first quality, wholesome and pure and shall conform in all respects to the applicable federal, state and municipal laws and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale. Concessionaire shall be responsible for collecting and remitting all sales taxes as required by law.

At minimum, store locations must provide the following:

1. First aid items such as bandages, antiseptics, pain relievers, skin ointments, sunscreen, and bug repellent.
 2. Basic grocery, toiletry and personal items.
 3. Ice
 4. Firewood
- (ii) Display areas and shelving are to be clean and attractive and the merchandise well presented and uncluttered.
 - (iii) No merchandise shall be sold which persons of normal sensitivity might consider to be obscene, sexually oriented, profane, vulgar or demeaning.
 - (iv) Fireworks shall not be sold, stored or used at the Resort.

(r) Rental Lodging

(s) Fuel Sales

- (i) Concessionaire shall be responsible for the proper fueling of all vehicles and boats, instructing the public who wish to fuel their own vehicles on the appropriate safety measures that must be undertaken prior to fueling the vehicle.
- (ii) The fuel storage tanks and dispensing systems shall be operated in accordance with applicable laws

(t) Guide Service

- (i) Fishing Guide Service
 1. Guides must possess sufficient knowledge of park resources and safety procedures.

(u) Boat Slip Allocation Process

- (i) Near the first of each calendar year slip lease contracts will be sent out to all slip holders of record from the previous season. The concessionaire may refuse issuance of a new slip contract only if the slip holder has materially breached its Department-approved slip rental contract with the Concessionaire. It is required that the previous slip holder return the slip lease with full payment by February 15 to reserve the same slip for the new season. Immediately after that date, changes to slip type or location (requested by returning slip holders) are made if available.
- (ii) Once this process is complete with last year's slipholders, the assignment of vacant slips begins. New slip lease contracts are sent out to any person requesting a slip in writing for the new season on a first come, first served basis. In the case of an over demand for a particular size or location of slips the oldest written request will be honored first.
- (iii) The Department shall have access to all slip rental documentation and correspondence upon request.

Department. The dock surface, floatation and ramps must be in good condition, properly positioned and secured. They must be sturdy, free from cracks, protruding nails or boards or uneven or broken surfacing.

- (iv) Sidewalks, Steps, Decks and Landings – The Concessionaire shall maintain all concrete, wood and gravel sidewalks, steps, decks and landings within the Resort. All walking surfaces shall be in good condition, level, smooth, and properly positioned and secured. They must be sturdy, free from cracks, protruding nails or boards or uneven or broken surfacing.
- (v) Grounds – Mowing, weed/pest control, and maintenance of landscaping within the Resort shall be the responsibility of the Concessionaire. The grounds shall be maintained at a level that will provide an attractive, safe, functional and nuisance-free environment. All trees shall be maintained according to generally accepted arboricultural techniques appropriate for this geographic area. All turf areas shall be established and maintained according to generally accepted turf culture appropriate to this geographic area.
- (vi) Garbage and Trash – The Concessionaire shall be responsible for all litter pickup and removal of trash in the Concession Area. Garbage and trash from the Resort shall be disposed of on a regular basis through a Concessionaire maintained contract with a local garbage hauler. The Concessionaire shall provide outdoor receptacles in high traffic areas. All receptacles are to be provided by the Concessionaire and shall be kept clean, well maintained, serviceable and contained where necessary.
- (vii) Flagpoles, Television and Radio Antennas, Satellite Dishes – The Concessionaire shall provide maintenance for all masts and electronic systems for entertainment/communication devices. As with other structures, construction, modification or relocation of these devices require prior written approval of the Park Supervisor.
- (viii) Health and Safety – Facilities assigned to the Concessionaire are subject to periodic inspections for health and safety requirements. Repairs, corrections, improvements or operational changes determined necessary by the Department as a result of these inspections shall be at the sole cost and responsibility of the Concessionaire.

- (xiv) Fire Grates. All fire grates and fire places must be properly maintained. Outdoor fireplaces must be maintained in accordance with "Guidelines for Minimum Acceptable Safety Requirements for Outdoor Fireplaces" developed by the South Dakota Department of Agriculture, Division of Forestry document no. AG-DOF-216/89. The Park Supervisor may impose fire restrictions at any and all resort locations at any time as the result of wildfire risk assessments.

- (xv) Rental Lodging: Case goods shall be well maintained and repaired to ensure a pleasant and safe guest experience. Any scratches and/or defacement of case goods shall be fixed or the piece of furniture shall be replaced prior to the room being rented. All case goods (unless historic) shall be replaced or refurbished at least once every 15 years, based on current estimated age and expected life cycle, or sooner if a furnishing does not meet facility standards. Mattresses shall be replaced every 10 years or sooner, based on estimated age if their condition warrants it. Soft goods shall be clean and free from any stains, holes or tears. An adequate inventory of replacement soft goods shall be kept on hand in order to replace damaged soft goods prior to renting a rental unit. Soft goods shall be replaced every seven years or sooner if the condition warrants it.

- (xvi) Restaurants. Restaurant tables and chairs shall be well maintained and repaired to ensure a pleasant and safe guest experience. Any scratches and/or defacement of items shall be fixed or the piece of furniture shall be replaced prior use. All tables and chairs (unless historic) shall be replaced or refurbished at least once every 10 years, based on current estimated age and expected life cycle, or sooner if a furnishing does not meet facility standards. Soft goods, including linen, shall be clean and free from any stains, holes or tears. An adequate inventory of replacement soft goods shall be kept on hand in order to replace damaged soft goods.

The Concessionaire is responsible for annually cleaning and inspecting active chimneys and exhaust ducts, inspecting range/grill hoods monthly and cleaning as required.

- (xvii) Retail Operations. All shelving and merchandise display areas shall be sound, secure, clean and presentable.

SECTION 4. INSPECTIONS AND AGREEMENT COMPLIANCE REVIEWS

(a) Maintenance Inspections

- (i) Representatives from the Department and the Resort shall conduct preventative maintenance and inspections of the Resort grounds and facilities. At minimum, at least one inspection will be held in the spring prior a week before Memorial Day and in the fall no later than October 31. The purpose of the inspection will be to identify the current conditions and maintenance levels of the facilities and Personal Property therein.
- (ii) Upon analysis of the results of the inspection, the Department will present the Concessionaire with a written list of maintenance objectives for which the Concessionaire is responsible and a list of maintenance objectives the Department is responsible for in the Resort. The Department and the Concessionaire will jointly agree to the prioritization of the projects and the schedule for completing the identified maintenance work. The Department and Concessionaire shall also agree as to what projects are to be included to satisfy the Repair and Maintenance Reserve as required in Section 14 of the Concession Agreement. The Concessionaire shall submit a repair and maintenance program and plan to the Department for approval no later than November 1 of each year.
- (iii) In the event that the Concessionaire refuses or fails to perform any of the projects identified by a date and time specified in the written inspection report, the Department specifically reserves the right to complete the project(s) and charge the resulting expenses to the Concessionaire.

(b) Health, Safety, and Fire Inspections

- (i) There may be other inspections as required by law or insurance policies pertaining to but not limited to health, safety, fire, and environmental rules and regulations that are the responsibility of other agencies or authorities. The Concessionaire must notify the Department in advance of any such inspection and allow Department staff to accompany the inspection.
- (ii) Copies of the inspection or report must be provided to the Department upon request. Any failures, substandard or

EXHIBIT C

TRANSITION TO A NEW CONCESSIONAIRE

Section 1. In General

The Department and the Concessionaire hereby agree that, in the event of the expiration or termination of this Agreement for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessionaire is not to continue the operations authorized under this Agreement after the Termination Date, the Department and the Concessionaire in good faith will fully cooperate with one another and with the new Concessionaire or Concessionaires selected by the Department to continue such operations ("New Concessionaire" for purposes of this Exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to park area visitors and minimize transition expenses.

Section 2. Cooperation Prior to the Termination Date

At such time as the Director may notify the Concessionaire that it will not continue its operations upon the Termination of this Agreement, the Concessionaire shall, notwithstanding such notification:

(a) Continue Operations.

Continue to provide visitor services and otherwise comply with the terms of the Agreement in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously, and with a view to maintaining customer satisfaction.

(b) Continue Bookings.

Continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken; not divert any bookings to other facilities managed or owned by the Concessionaire or any affiliate of the Concessionaire; and notify all guests with bookings for any period after the Termination Date that the facilities and services are to be operated by the New Concessionaire. The Concessionaire may quote rates based upon rates approved by the Department. Promptly following notification to the Concessionaire by the Department of the selection of the New Concessionaire, the Concessionaire shall provide the New Concessionaire with a copy of Concessionaire's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessionaire, and thereafter the Concessionaire shall update such log on a periodic basis

- (i) A balance sheet for the Concessionaire's assigned Real Property Improvements, if any;
- (ii) a schedule of pending accounts payable; and
- (iii) a schedule of pending accounts receivable.

(e) Inventory and Personal Property.

Provide the New Concessionaire with a complete, detailed and well-organized list of physical inventory, supplies, and other Personal Property owned or leased by the Concessionaire in connection with its operations under the Agreement (including a list of such items that are on-order) The list shall be provided to the New Concessionaire within thirty (30) days following receipt of the notification of the selection of the New Concessionaire, shall be updated monthly thereafter, and shall designate those items that the Concessionaire believes are essential to maintaining the continuity of operations or the special character of its operations. The Concessionaire shall assist the New Concessionaire in reviewing and validating the list.

(f) Other Information and Reports.

Provide the New Concessionaire with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessionaire's operations for the period of one year prior to notification of the selection of the New Concessionaire, and complete information with respect to: (1) utilities, including gas and electric; (2) telephone service; (3) water service; and, (4) specific opening and closing procedures. Such information shall be provided within thirty (30) days after receipt of notification of the selection of the New Concessionaire, and shall be updated periodically (but no less frequently than thirty (30) days) until the Termination Date.

(g) Access to Facilities

Provide the New Concessionaire reasonable access to Concessionaire Facilities and Government Facilities to facilitate the transition and transfer.

(h) Other Cooperation.

Provide the Department and the New Concessionaire with such other cooperation as may be reasonably requested.

Section 3. Cooperation Upon the Termination Date.

Upon the Termination Date, the Concessionaire shall:

(f) Other Cooperation.

Provide the Department and the New Concessionaire with such other cooperation as may be reasonably requested.

Completed
Custer State Park Resort
FYE 2016 R & M Projects

2016 R&M
Expenditures

All Resorts

Emergency Funds:

<i>PMS, Construction Clean Up for Event</i>	\$	1,517.74
Total All Resorts	\$	1,517.74

STATE GAME LODGE

Dorm Renovation	\$	60,198.07
Game Lodge Roof	\$	56,304.00
<u>Emergency Funds:</u>	\$	103,843.58
<i>Building Repairs, Plumbing, water heater replacements, HVAC/PTAC, Fire Suppression, Creekside Flooding, Hotel Wing and New Cabin Landscaping</i>		
STATE GAME LODGE TOTAL	\$	220,345.65

COOLIDGE GENERAL STORE

Store Sewer Improvements	\$	13,157.72
<u>Emergency Funds:</u>	\$	1,000.57
<i>Electrical</i>		
COOLIDGE GENERAL STORE TOTAL	\$	14,158.29

LEGION LAKE LODGE

Walkin Coolers	\$	24,871.53
<u>Emergency Funds:</u>	\$	31,516.55
<i>Legion Rebuild, Plumbing, Electrical, Building Repairs</i>		
LEGION LAKE LODGE TOTAL	\$	56,388.08

BLUE BELL LODGE

<u>Emergency Funds:</u>	\$	20,587.37
<i>Phone System, Horse Pasture, PMS, Building Repairs</i>		
BLUE BELL LODGE TOTAL	\$	20,587.37

SYLVAN LAKE LODGE

Cabin Renovations (7)	\$	222,982.96
Dorm Renovation	\$	48,692.06
<u>Emergency Funds:</u>	\$	43,701.47
<i>Flooding of Store, New Cabin Communication Lines, Plumbing, Building Repairs</i>		
SYLVAN LAKE LODGE TOTAL	\$	315,376.49

Total Expenditures for FYE 10/31/2016

\$	628,373.62
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R&M Fund Balance Summary

Actual 2016 Concession Sales	\$	15,104,546.00
R & M Fund Contribution (5%)	\$	755,227.30
Balance Carryover from 2015	\$	(156,865.54)
2016 Completed Expenditures	\$	(628,373.62)
Balance at end of 2016 (Forward to 2017)	\$	(30,011.86)

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**Proposed
Custer State Park Resort
Estimated 2017 R & M Projects**

12/09/2016

STATE GAME LODGE	
Bottom Floor Motel Carpet	\$ 35,000.00
SGL Dorm Remodel	\$ 50,000.00
SGL Landscape Plan	\$ 4,500.00
STATE GAME LODGE TOTAL	\$ 89,500.00
BLUE BELL LODGE	
Dorm Renovation	
Dorm 1	\$ 7,500.00
Dorm 2	\$ 25,000.00
Dorm 3	\$ 7,500.00
Paint For Man Camp Dorm	\$ 1,000.00
BLUE BELL LODGE TOTAL	\$ 41,000.00
SYLVAN LAKE LODGE	
Cabin Renovations (12) 400 Side Cabins	\$ 420,000.00
Sylvan Landscape Plan	
SLL Upper ROAD Crown, Curbstop Setting and Prep	\$ 2,856.00
#506 Site Grass, Rock, Retaining Wall, Drain Tiles	\$ 26,341.00
#505 Site Grass, Ring, Retaining Wall, Trail, Beds	\$ 29,193.00
#504 Site Grass, Set Wall, Ring, Shrubs	\$ 7,400.00
Site 504, 505, 506 Install all Scrubs, Grass netting	\$ 6,610.00
Site Drawings and Concept Work	\$ 4,600.00
Skirting 4 Cabins	\$ 17,488.00
SYLVAN LAKE LODGE TOTAL	\$ 514,488.00
All Resorts	
Resort Emergency Fund	\$ 100,000.00
TOTAL FOR CSP RESORT	\$ 744,988.00
Expected 2017 Revenue	\$ 15,500,000.00
5% R & M Fee	\$ 775,000.00
Carry over from 2016 (estimated)	\$ (30,011.86)
Estimated balance at end of 2017	\$ 0

51st Custer State Park Fall Classic Bison Auction

CLASS	2016 Actual # Sold	% Change in Avg 2015 to 2016	2016 Average	2016 Total \$ Actual	2015 Average	2015 Total \$ Actual	2014 Average	2014 Total \$ Actual	2013 Average	2013 Total \$ Actual
MATURE BRED COWS	9	52%	\$ 3,456.00	\$ 31,100.00	\$ 2,266.67	\$ 13,600.00	\$ 2,542.86	\$ 17,800.00	\$ 1,852.63	\$ 35,200.00
MATURE OPEN COWS	38	39%	\$ 2,489.00	\$ 94,600.00	\$ 1,786.36	\$ 19,650.00	\$ 1,672.50	\$ 33,450.00	\$ 1,130.00	\$ 5,650.00
2 YEAR OLD BRED HEIFERS	10	53%	\$ 3,740.00	\$ 37,400.00	\$ 2,450.00	\$ 12,250.00	\$ 3,237.50	\$ 25,900.00	\$ 2,210.53	\$ 42,000.00
2 YEAR OLD OPEN HEIFER										
YEARLING HEIFERS	30	51%	\$ 2,790.00	\$ 83,700.00	\$ 1,846.15	\$ 24,000.00	\$ 1,801.39	\$ 64,850.00	\$ 1,198.17	\$ 49,125.00
HEIFER CALF - LIGHT	18	59%	\$ 2,111.00	\$ 38,000.00	\$ 1,331.25	\$ 31,950.00	\$ 1,086.25	\$ 21,725.00	\$ 1,340.63	\$ 21,450.00
HEIFER CALF - HEAVY	20	68%	\$ 2,225.00	\$ 44,500.00	\$ 1,325.00	\$ 15,900.00	\$ 1,248.33	\$ 37,450.00	\$ 1,119.35	\$ 34,700.00
BULL CALF - LIGHT	21	14%	\$ 2,138.00	\$ 44,900.00	\$ 1,882.05	\$ 73,400.00	\$ 1,444.83	\$ 41,900.00	\$ 894.74	\$ 17,000.00
BULL CALF - HEAVY	37	17%	\$ 2,350.00	\$ 86,950.00	\$ 2,011.90	\$ 42,250.00	\$ 1,659.38	\$ 53,100.00	\$ 1,099.48	\$ 52,775.00
YEARLING BULLS	40	25%	\$ 2,763.00	\$ 110,500.00	\$ 2,204.29	\$ 77,150.00	\$ 2,002.94	\$ 68,100.00	\$ 1,532.53	\$ 127,200.00
2 YR OLD BREEDING BULLS	24	19%	\$ 3,250.00	\$ 78,000.00	\$ 2,738.89	\$ 24,650.00			\$ 2,484.09	\$ 54,650.00
2 YEAR GRADE BULL	8	40%	\$ 2,781.00	\$ 22,250.00	\$ 1,990.00	\$ 9,950.00	\$ 2,300.00	\$ 6,900.00	\$ 1,850.00	\$ 37,000.00
Totals	255			\$ 671,900.00	180	\$ 344,750.00	223	\$ 378,425.00	324	\$ 478,150.00

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DIVISION OF PARKS AND RECREATION
January to November 2016 Revenue Comparison by Item

	2015		2016		%
	Number	Dollar	Number	Dollar	
Annual	47,750	\$ 1,432,514	53,921	\$ 1,617,624	13%
Second Vehicle	12,133	\$ 181,992	13,771	\$ 206,567	14%
Combo	24,920	\$ 1,121,408	25,735	\$ 1,158,082	3%
Transferable	1,420	\$ 92,327	1,584	\$ 102,942	11%
Daily / Person	34,327	\$ 137,307	33,627	\$ 134,510	-2%
Daily / Vehicle	85,163	\$ 510,975	87,036	\$ 522,216	2%
Unattended Vehicle Daily	1,834	\$ 18,338	2,169	\$ 21,685	18%
Motorcoach Permit	24,872	\$ 74,616	19,466	\$ 58,398	-22%
GSM Annual Trail Pass	3,181	\$ 47,715	3,920	\$ 58,800	23%
GSM Daily Trail Pass	17,602	\$ 52,806	16,276	\$ 65,104	23%
CSP Temp Daily / Vehicle	158,458	\$ 2,376,871	165,419	\$ 3,308,386	39%
Bike Band	29,330	\$ 293,298	16,743	\$ 167,435	-43%
Rally Bike Band	54,579	\$ 545,786	30,433	\$ 304,330	-44%
One-Day Special Event	N/A	\$ 10,745	N/A	\$ 17,877	66%
PERMITS	495,568	\$ 6,896,698	470,100	\$ 7,743,956	12%
Camping Services Permits	-	\$ 8,052,906	-	\$ 8,484,691	5%
Gift Card	-	\$ 8,980	-	\$ 6,880	-23%
Picnic Reservations	-	\$ 17,683	-	\$ 19,671	11%
Firewood	35,808	\$ 179,039	33736	\$ 168,681	-6%
LODGING	35,808	\$ 8,258,608	33736	\$ 8,679,923	5%
TOTAL	531,376	\$ 15,155,306	503,837	\$ 16,423,878	8%

DIVISION OF PARKS AND RECREATION
January to November 2016 Revenue Comparison by District

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LOCATION	2015	2016	%
Fort Sisseton			
Pickereel Lake			
Roy Lake			
Sica Hollow			
DISTRICT 1	\$ 470,488	\$ 475,273	1%
Richmond Lake			
Mina Lake			
Lake Louise			
Fisher Grove			
Amsden			
DISTRICT 2	\$ 280,191	\$ 298,014	6%
Sandy Shore			
Hartford Beach			
Lake Cochrane			
Pelican Lake			
DISTRICT 3	\$ 400,280	\$ 413,204	3%
Oakwood Lakes			
Lake Poinsett			
Lake Thompson			
DISTRICT 4	\$ 759,394	\$ 791,491	4%
Lake Herman			
Walkers Point			
DISTRICT 5	\$ 287,977	\$ 296,940	3%
Snake Creek			
Platte Creek			
Burke Lake			
Buryanek			
DISTRICT 6	\$ 439,406	\$ 438,691	0%
Palisades			
Lake Vermillion			
Big Sioux			
DISTRICT 7	\$ 804,500	\$ 876,480	9%
Newton Hills			
Lake Alvin			
Union Grove			
Adams			
DISTRICT 8	\$ 506,153	\$ 513,898	2%

LOCATION	2015	2016	%
Lewis & Clark			
Springfield			
Chief White Crane			
Pierson Ranch			
Tabor			
Sand Creek			
DISTRICT 9	\$ 1,933,305	\$ 1,950,625	1%
White Swan			
South Scalp			
Randall Creek			
South Shore			
North Point			
Pease Creek			
Whetstone			
North Wheeler			
DISTRICT 10	\$ 652,853	\$ 646,550	-1%
Farm Island			
West Bend			
DISTRICT 11	\$ 483,973	\$ 505,801	5%
Okobojo			
Spring Creek			
Oahe Downstream			
Cow Creek			
DISTRICT 12	\$ 549,294	\$ 573,997	4%
WalthBay			
East Whitlock			
West Whitlock			
Lake Hiddenwood			
Swan Creek			
Indian Creek			
Revheim Bay			
West Pollock			
DISTRICT 13	\$ 412,973	\$ 417,794	1%
Mickelson Trail			
Bear Butte			
DISTRICT 14	\$ 156,099	\$ 182,635	17%
Shadehill			
Llewellyn Johns			
Rocky Point			
DISTRICT 15	\$ 429,719	\$ 471,218	10%
Custer			
DISTRICT 16	\$ 5,767,774	\$ 6,700,394	16%
Angostura			
Sheps Canyon			
DISTRICT 17	\$ 622,436	\$ 664,224	7%
PIERRE OFFICE	\$ 198,491	\$ 206,649	4%
TOTAL:	\$ 15,155,306	\$ 16,423,878	8%

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DIVISION OF PARKS AND RECREATION
January TO November 2016 CAMPING UNIT COMPARISON BY DISTRICT

Park	2015	2016	%
	Units	Units	
Fort Sisseton	1,491	1,562	5%
Pickerel Lake	6,402	6,331	0%
Roy Lake	6,654	6,453	-3%
Sica Hollow	161	185	15%
District 1	14,708	14,531	-1%
Richmond Lake	1,608	1,648	2%
Mina Lake	2,700	2,818	4%
Lake Louise	2,051	2,023	-1%
Fisher Grove	1,026	1,018	-1%
Amsden	317	234	-26%
District 2	7,702	7,741	1%
Sandy Shore	1,144	1,207	6%
Hartford Beach	5,040	5,234	4%
Lake Cochrane	1,957	2,012	3%
Pelican South	4,804	5,119	7%
District 3	12,945	13,572	5%
Oakwood Lakes	8,566	8,922	4%
Lake Poinsett	7,079	8,041	14%
Lake Thompson	6,943	6,808	-2%
District 4	22,588	23,771	5%
Lake Herman	5,681	5,881	4%
Walkers Point	2,816	3,048	8%
Lake Carthage	618	282	-54%
District 5	9,115	9,211	1%
Snake Creek	9,302	9,315	0%
Platte Creek	1,508	1,450	-4%
Burke Lake	33	46	39%
Buryanek	2,642	2,809	6%
District 6	13,485	13,620	1%
Palisades	4,724	4,906	4%
Lake Vermillion	8,676	9,051	4%
Big Sioux	5,329	6,495	22%
District 7	18,729	20,452	9%
Newton Hills	10,664	11,315	6%
Union Grove	1,575	1,426	-9%
District 8	12,239	12,741	4%

Park	2015	2016	%
	Units	Units	
Lewis & Clark	41,360	41,409	0%
Tabor	89	94	6%
Sand Creek	141	126	-11%
Springfield	1,061	1,038	-2%
Chief White Crane	10,949	11,230	3%
Pierson Ranch	4,637	4,484	-3%
District 9	58,237	58,381	0%
North Point	9,791	9,834	0%
North Wheeler	708	791	12%
Pease Creek	1,419	1,357	-4%
Randall Creek	7,044	7,043	0%
South Shore	425	387	-9%
Whetstone Bay	521	474	-9%
White Swan	241	252	5%
South Scalp	97	63	-35%
District 10	20,246	20,201	0%
Farm Island	7,166	7,339	2%
West Bend	7,725	8,799	14%
District 11	14,891	16,138	8%
Oahe Downstream	13,724	14,632	7%
Cow Creek	2,519	2,520	0%
Okobojo Point	1,137	1,383	22%
District 12	17,380	18,535	7%
West Whitlock	4,621	4,372	-5%
Lake Hiddenwood	397	490	23%
East Whitlock	60	97	62%
Swan Creek	580	696	20%
Indian Creek	6,598	6,596	0%
Walth Bay	14	30	114%
West Pollock	793	836	5%
District 13	13,063	13,117	0%
Bear Butte	1,116	1,125	1%
District 14	1,116	1,125	1%
Shadehill	5,801	6,536	13%
Llewellyn Johns	460	529	15%
Rocky Point	5,191	5,675	9%
District 15	11,452	12,740	11%
Custer	49,978	54,605	9%
District 16	49,978	54,605	9%
Angostura	15,531	16,675	7%
Sheps Canyon	1,423	1,620	14%
District 17	16,954	18,295	8%
TOTAL FEE AREA			
CAMPER UNITS	314,828	328,776	4%

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**DIVISION OF PARKS AND RECREATION
November YTD 2016 VISITATION COMPARISON**

Park	2015	2016	% Change
Fort Sisseton	54,644	54,479	0%
Pickereel Lake	33,935	37,729	11%
Roy Lake	161,984	158,286	-2%
Sica Hollow	11,654	18,641	60%
District 1	262,217	269,135	3%
Richmond Lake	30,592	32,654	7%
Mina Lake	47,204	51,634	9%
Lake Louise	27,456	29,924	9%
Fisher Grove	21,252	22,919	8%
District 2	126,504	137,131	8%
Sandy Shore	21,840	24,478	12%
Hartford Beach	86,447	83,669	-3%
Lake Cochrane	13,262	10,332	-22%
Pelican	24,129	27,968	16%
District 3	145,678	146,447	1%
Oakwood Lakes	65,906	72,106	9%
Lake Poinsett	46,874	61,339	31%
Lake Thompson	42,567	41,584	-2%
District 4	155,347	175,029	13%
Lake Herman	87,516	87,464	0%
Walkers Point	36,697	36,344	-1%
District 5	124,213	123,808	0%
Snake Creek	158,899	141,956	-11%
Platte Creek	148,944	102,771	-31%
Burke Lake	14,976	16,775	12%
Buryanek	37,393	40,088	7%
District 6	360,012	301,590	-16%
Palisades	77,072	87,614	14%
Lake Vermillion	96,938	98,144	1%
Big Sioux	47,294	55,972	18%
Beaver Creek	22,425	23,013	3%
District 7	243,729	264,743	9%
Newton Hills	125,553	105,068	-16%
Good Earth	41,897	35,656	-15%
Lake Alvin	39,137	26,150	-33%
Union Grove	17,138	10,747	-37%
Adams	26,300	34,920	33%
Spirit Mound	16,402	12,676	-23%
District 8	266,427	225,217	-15%

Park	2015	2016	% Change
Lewis & Clark	707,855	687,292	-3%
Springfield	100,818	87,793	-13%
Chief White Crane	67,344	63,808	-5%
Pierson Ranch	63,089	61,262	-3%
District 9	939,106	900,155	-4%
North Point	118,731	107,000	-10%
North Wheeler	15,757	21,879	39%
Pease Creek	25,841	34,832	35%
Randall Creek	47,550	34,816	-27%
Ft. Randall Boat Club	18,517	18,284	-1%
District 10	226,396	216,811	-4%
Farm Island	124,795	141,508	13%
West Bend	42,952	49,381	15%
LaFramboise Island	72,628	78,347	8%
District 11	240,375	269,236	12%
Oahe Downstream	413,449	446,305	8%
Cow Creek	183,025	177,310	-3%
Okobojo Point	27,394	30,095	10%
Spring Creek	121,609	125,071	3%
District 12	745,477	778,781	4%
West Whitlock	86,261	74,265	-14%
Lake Hiddenwood	22,752	23,714	4%
Swan Creek	46,254	58,205	26%
Indian Creek	77,731	72,204	-7%
Revheim Bay	39,415	42,097	7%
West Pollock	56,425	55,054	-2%
District 13	328,838	325,539	-1%
Bear Butte	43,818	34,422	-21%
District 14	43,818	34,422	-21%
Shadehill	40,930	43,223	6%
Llewellyn Johns	4,954	5,272	6%
Little Moreau	14,067	13,642	-3%
Rocky Point	79,048	85,321	8%
District 15	138,999	147,458	6%
Custer	1,782,479	1,928,326	8%
District 16	1,782,479	1,928,326	8%
Angostura	164,038	185,057	13%
Sheps Canyon	41,725	46,359	11%
District 17	205,763	231,416	12%
TOTALS:	6,335,378	6,475,244	2%



Wild Sheep Foundation – Midwest Chapter

October 31, 2016

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(507) 645-8811

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Secretary Kelly Hepler
South Dakota Game Fish and Parks
523 East Capitol Avenue
Pierre, SD 57501

Dear Secretary Hepler, I present this application letter to the South Dakota Game Fish and Parks for the sole purpose of applying to auction off your Bighorn sheep auction tag at our Banquet and fundraiser to be held March 17-18, 2017 at the Minneapolis Marriott Southwest. If selected, WSF-Midwest is prepared to enter into an agreement with SDGF&P as referred to in 41:06:56:11.

We were very proud to once again auction off the South Dakotas tag at our last banquet for \$79,500 to add to the previous tags of more than \$101,000, \$83,000 and \$63,000 for three previous years.

The Wild Sheep Foundation Midwest Chapter has been in existence since 1981 and currently maintains a 501(c)(3) nonprofit status, number 41-1628899. Enclosed you will find the backup information regarding this fact along with current supporting documents.

WSF-Midwest currently operates under the following mission statement:

To enhance, expand and preserve wild sheep populations; to educate the public about wild sheep and conservation efforts surrounding wildlife; to encourage lawful hunting and protecting hunters' rights; and to encourage youth participation in hunting.

WSF-Midwest has worked with all western sheep states and is currently committed to funding with Montana, New Mexico, North Dakota, and South Dakota on sheep related projects along with funding the University of Washington and Dr. Sri on his disease research. We are also funding a Genetic Research Pilot Project at Montana State University. An example of long term commitments with a state and their sheep biologist is our agreement with North Dakota. In 1999 WSF-Midwest entered into an agreement with North Dakota Game and Fish to help bolster their sheep populations and their management process. Since that time WSF-Midwest has raised and funded over \$700,000.00 for North Dakota Fish and Game for their bighorn sheep projects, participated in five transplants and trans-locates and numerous emergency funding requests. Enclosed is our funding for the past five years showing payee and amount for each wildlife funded projects.

WSF-Midwest currently has one banquet and fundraiser each year with participation ranging from 400-550 sportsmen and women. We currently have been experiencing gross receipts over \$400,000.00 each of the last six years and are one of the top producing chapters for WSF. Marketing of auction items includes print, mail, and social media.

Enclosed you will find documentation on our endowment fund. Created just 12 years ago the value of the fund exceeded \$600,000 in which the interest is directly benefiting wildlife and only solidifying our financial stability. We undergo an independent audit every two years to ensure to our members that we are operating correctly. WSF-Midwest is an all volunteer organization.

Thank you for taking the time to review our application and I am hopeful we can continue to work together for the sheep and sheep hunters of South Dakota!

Regards,

Brian L. Helm
President

cc: Tony Leif
Tom Kirschenmann

2016 EHD License Response

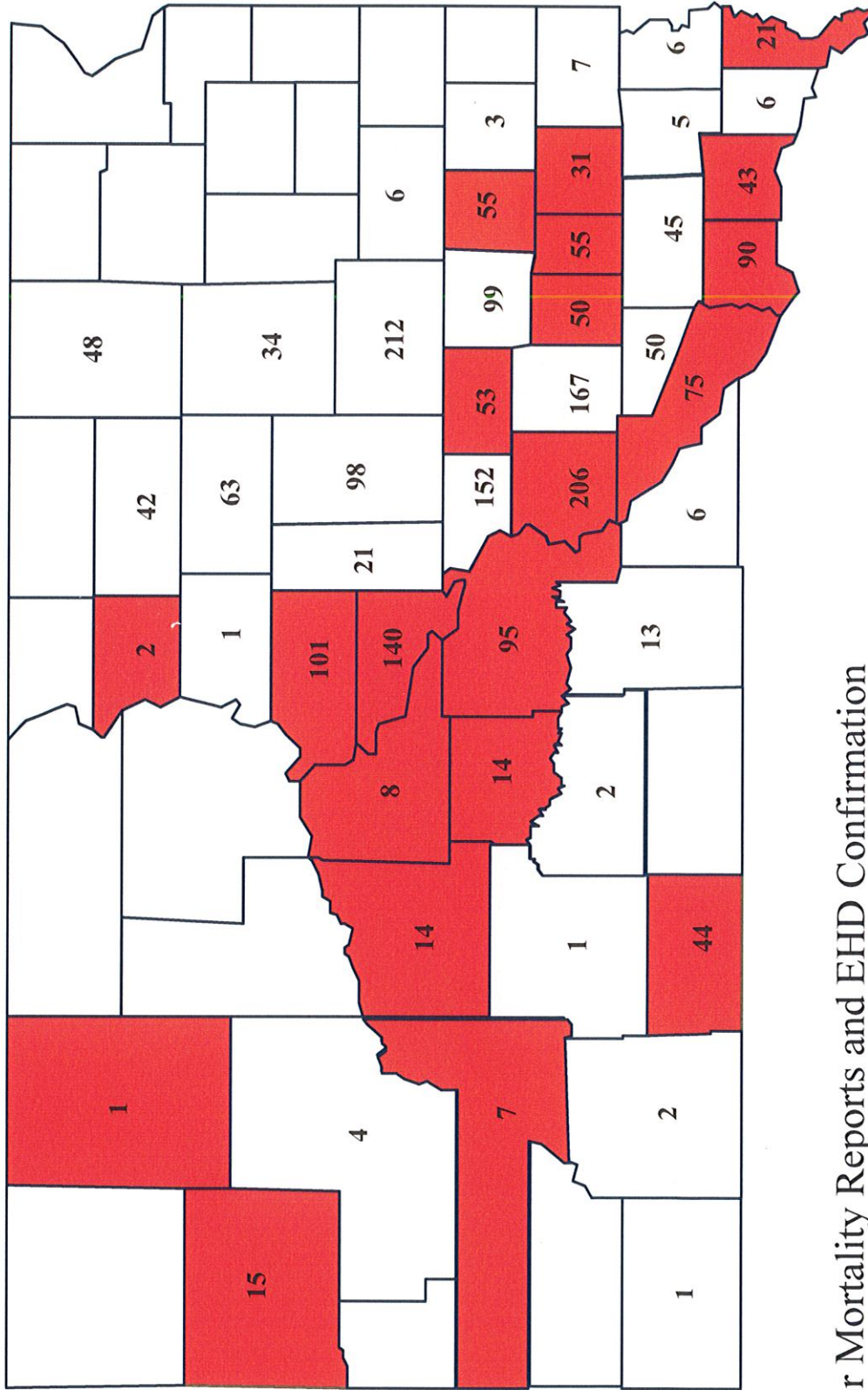
	<u>Licenses</u>	<u>Fiscal Impact</u>
Licenses Pulled after 2nd Draw	1,251	\$34,660.00
Resident Licenses Returned	1,629	\$66,293.00
Nonresident Licenses Returned	174	\$42,134.00
Totals	3,054	\$143,087.00

Voluntary Returns

	<u>Resident</u>	<u>Nonresident</u>
<u>East River</u>	1,260	18
<u>Lyman County</u>	96	13
<u>Archery</u>		
ER101	58	21
WR101	33	12
ST101	80	82
LM113	44	21
<u>Muzzleloader</u>		
ST101	20	
LM113	14	1
<u>Landowner On Own Land</u>		
ER108	1	
<u>Youth</u>	5	2
<u>Mentored Deer</u>	1	
	1,629	174

Licenses Pulled

<u>Unit</u>	<u>3rd Draw Licenses Pulled</u>
10A13	95
10A19	141
13A19	21
14A18	105
14A19	45
25A13	10
33A19	98
36A19	29
40A13	14
40A19	187
51A03	59
56A13	319
59A19	55
59B19	73
	1,251



Deer Mortality Reports and EHD Confirmation

Red counties indicate a confirmed positive EHD result. Numbers indicate reported dead deer per county that are on the disease database. 2214 total dead deer reported as of 11-30-16 (includes lab submission positives and submissions). 27 positive results in 21 counties -Davidson, Stanley, Sully, Pennington, Butte, and Union have 2 positives confirmed in each county. One of Pennington is a pronghorn BT positive.

